

The Honorable Thomas S. Zilly

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

JUSTIN JOBES,

Plaintiff,

v.

CITY OF BELLEVUE,

Defendant.

No. 2:23-cv-00839 TSZ

ANSWER

Defendant City of Bellevue (“City”) answers Plaintiff Justin Jobe’s (“Plaintiff”) Complaint as follows:

I. COMPLAINT

Plaintiff’s initial paragraph of the Complaint sets forth Plaintiff’s legal theories and asserts legal conclusions to which no response is required. To the extent the Court deems a response is required, the City denies the same.

II. PRELIMINARY STATEMENT

Plaintiff’s preliminary statement of the Complaint sets forth Plaintiff’s theory of the case to which no response is required. To the extent the Court deems a response is required, the City answers that it followed the Governor’s Proclamations on COVID-19 and it provided

1 employees with religious accommodations consistent with the law. The City denies the
2 remaining allegations as set forth in the preliminary statement.

3 **III. JURISDICTION AND VENUE**

4 1. Paragraph 1 of the Complaint asserts a legal conclusion to which no response
5 is required. To the extent the Court deems a response is required, the City is unaware of any
6 facts at this time to challenge the Court's jurisdiction over this matter.

7 2. Paragraph 2 of the Complaint asserts a legal conclusion to which no response
8 is required. To the extent the Court deems a response is required, the City is unaware of any
9 facts at this time to challenge that venue is appropriate in this matter.

10 3. Answering Paragraph 3 of the Complaint, the City admits that Plaintiff filed a
11 Claim for Damages on or about March 8, 2023 and that it was received by the City Clerk's
12 Office on or about March 14, 2023. The remaining allegations of Paragraph 3 of the
13 Complaint assert a legal conclusion to which no response is required.

14 4. Paragraph 4 of the Complaint asserts a legal conclusion to which no response
15 is required.

16 **IV. PARTIES**

17 5. Answering Paragraph 5 of the Complaint, the City answers that, upon
18 information and belief, the City admits that Plaintiff is a resident of Whatcom County. The
19 City further admits that Plaintiff was a former City employee. The City denies the remaining
20 allegations of Paragraph 5 of the Complaint.

21 6. Admit.

22 7. Paragraph 7 of the Complaint asserts legal conclusions to which no response
23 is required.

24 **V. EXHAUSTION OF ADMINISTRATIVE REMEDIES**

25 8. Paragraph 8 of the Complaint asserts legal conclusions to which no response
26 is required.

1 9. Answering Paragraph 9 of the Complaint, the City admits that the EEOC
 2 issued a Notice of Right to Sue Letter on March 7, 2023. As there is no Exhibit 1 attached,
 3 the City cannot confirm or deny that Exhibit 1 is a true and correct copy of the Notice of
 4 Right to Sue Letter, and therefore denies the same. The City further answers that it is without
 5 sufficient information or knowledge regarding when Plaintiff received any such alleged
 6 Notice of Right to Sue Letter and therefore denies the same.

7 10. Paragraph 10 of the Complaint asserts a legal conclusion to which no response
 8 is required.

9 **VI. STATEMENT OF FACTS**

10 11. Answering Paragraph 11 of the Complaint, the City admits that Governor
 11 Inslee issued Proclamation 21-14 (the “Proclamation”) on August 9, 2021 and that the
 12 Proclamation speaks for itself. To the extent that Paragraph 11 of the Complaint is
 13 inconsistent with the Proclamation, the City denies the same.

14 12. Answering Paragraph 12 of the Complaint, the City admits that Plaintiff
 15 submitted a request for a religious accommodation on September 30, 2021.

16 13. Answering Paragraph 13 of the Complaint, the City asserts that Plaintiff’s
 17 request for a religious accommodation to the City speaks for itself. To the extent Paragraph
 18 13 of the Complaint is inconsistent with Plaintiff’s request, the City denies the same. The
 19 City is without sufficient information and/or knowledge to admit or deny Plaintiff’s beliefs
 20 and therefore denies the same.

21 14. Deny.

22 15. Answering Paragraph 15 of the Complaint, the City admits that it determined
 23 Plaintiff could not perform the essential functions of his job without being vaccinated because
 24 one of the essential functions was performing direct patient care. The City further admits that
 25 it offered Plaintiff multiple positions as an accommodation that would not require contact
 26

1 with patients, which Plaintiff refused. The City denies the remaining allegations of Paragraph
2 14.

3 16. Deny.

4 17. Deny.

5 18. Answering Paragraph 18 of the Complaint, the City admits that it followed the
6 Proclamation. The City denies the remaining allegations of Paragraph 18 of the Complaint.

7 19. Deny.

8 20. Deny.

9 21. Deny.

10 22. Deny.

11 23. Deny.

12 24. Answering Paragraph 24 of the Complaint, the City is without sufficient
13 information and/or knowledge to admit or deny Plaintiff's beliefs and therefore denies the
14 same.

15 25. Answering Paragraph 25 of the Complaint, the City admits that it
16 acknowledged Plaintiff's request for a religious accommodation.

17 26. Answering Paragraph 26 of the Complaint, the City is without sufficient
18 information and/or knowledge to admit or deny Plaintiff's beliefs and therefore denies the
19 same.

20 27. Answering Paragraph 27 of the Complaint, the City admits that it
21 acknowledged Plaintiff's request for a religious accommodation and that it did not challenge
22 the sincerity of requested religious accommodation.

23 28. Deny.

24 29. Deny.

25 30. Paragraph 30 of the Complaint asserts a legal conclusion to which no response
26 is required.

31. Deny.

32. Deny.

33. Answering Paragraph 33 of the Complaint, the City is without sufficient information and/or knowledge to admit or deny Plaintiff's beliefs and therefore denies the same.

34. Answering Paragraph 34 of the Complaint, the City is without sufficient information and/or knowledge to admit or deny Plaintiff's beliefs and therefore denies the same.

35. Following termination of COVID-19 proclamations and orders, the City admits that it allows firefighters to be unvaccinated for COVID-19. The remaining allegations of Paragraph 35 of the Complaint assert a legal conclusion to which no answer is required.

36. Following termination of COVID-19 proclamations and orders, the City admits that it allows firefighters to be unvaccinated for COVID-19. The remaining allegations of Paragraph 36 of the Complaint assert a legal conclusion to which no answer is required.

37. Deny.

38. Deny.

VII. CAUSES OF ACTION

Count 1 – Religious Discrimination **Violation of Title VII, 42 U.S.C. §§ 2000e, *et seq.***

39. The City incorporates by reference its answers to Paragraphs 1 – 38 above.

40. Paragraph 40 of the Complaint asserts a legal conclusion to which no answer is required.

41. Paragraph 41 of the Complaint asserts a legal conclusion to which no answer is required.

42. Paragraph 42 of the Complaint asserts a legal conclusion to which no answer is required.

1 43. Answering Paragraph 43 of the Complaint, the City asserts that Title VII
2 speaks for itself. To the extent that Paragraph 43 of the Complaint is inconsistent with Title
3 VII and/or case law, the City denies the same.

4 44. Answering Paragraph 44 of the Complaint, the City asserts that Title VII
5 speaks for itself. To the extent that Paragraph 44 of the Complaint is inconsistent with Title
6 VII and/or case law, the City denies the same.

7 45. Answering Paragraph 45 of the Complaint, the City asserts that Title VII
8 speaks for itself. To the extent that Paragraph 45 of the Complaint is inconsistent with Title
9 VII and/or case law, the City denies the same.

10 46. Answering Paragraph 46 of the Complaint, the City asserts that Plaintiff's
11 request for a religious accommodation to the City speaks for itself. To the extent Paragraph
12 46 of the Complaint is inconsistent with Plaintiff's request, the City denies the same.

13 47. Answering Paragraph 47 of the Complaint, the City is without sufficient
14 information and/or knowledge to admit or deny Plaintiff's beliefs and therefore denies the
15 same.

16 48. Answering Paragraph 48 of the Complaint, the City admits that Plaintiff made
17 a request for a religious accommodation and that the request speaks for itself. To the extent
18 that Paragraph 48 of the Complaint is inconsistent with Plaintiff's request, the City denies the
19 same.

20 49. Deny.

21 50. Deny.

22 51. Deny.

23 52. Deny.

24 53. Answering Paragraph 53 of the Complaint, the City is without sufficient
25 information and/or knowledge regarding the allegations and therefore denies the same.

26 54. Deny.

Count 2 – Religious Discrimination
Violation of RCW § 49.60

55. The City incorporates by reference its answers to Paragraphs 1 – 54 above.

56. Answering Paragraph 56 of the Complaint, the City asserts that RCW 49.60 speaks for itself. To the extent that Paragraph 56 of the Complaint is inconsistent with RCW 49.60 and/or case law, the City denies the same.

57. Answering Paragraph 57 of the Complaint, the City admits that Plaintiff made a request for a religious accommodation and that the request speaks for itself. To the extent that Paragraph 57 of the Complaint is inconsistent with Plaintiff's request, the City denies the same.

58. Deny.

59. Deny.

60. Deny.

61. Deny.

62. Deny.

63. Deny.

64. Deny.

65. Deny.

66. Deny.

VIII. PRAYER FOR RELIEF

Paragraphs A-J assert Plaintiff's request for relief to which no answer is required. To the extent an answer is required, the City denies Plaintiff is entitled to any remedy or relief.

IX. DEFENSES AND AFFIRMATIVE DEFENSE

Having answered Plaintiff's Complaint, the City asserts the following defenses and affirmative defenses listed below. By setting forth such defenses, the City does not admit that it has the burden of proof as to any such defense.

A. Plaintiff has failed to state a claim upon which relief may be granted.

B. Plaintiff's claims for damages may be barred, in whole or in part, by after-acquired evidence.

C. Plaintiff's claims may be barred by the doctrines of estoppel, waiver, laches, ratification and/or acquiescence, and unclean hands.

D. Plaintiff's claims may be barred by his failure to mitigate his damages, if any.

E. Plaintiff's claims are barred, in whole or in part, because the City at all times maintained policies and practices that prohibited discrimination.

The City reserves the right to amend its Answer to add additional defenses and/or affirmative defenses, if warranted during or upon the conclusion of discovery.

PRAAYER FOR RELIEF

Having fully answered the Complaint for Damages, the City requests the following relief:

1. Dismissal of this lawsuit with prejudice;
2. Full recovery of its attorneys' fees and costs to the fullest extent permitted by law;
3. Any such further relief as this Court deems just and appropriate.

DATED: August 17, 2023.

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CERTIFICATE OF SERVICE

I hereby certify that on this date I caused true and correct copies of the foregoing document to be served upon the following, at the addresses stated below, via the method of service indicated.

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Attorneys for Plaintiff Justin Jobes

Dated this 17th day of August, 2023 in Seattle, Washington.

/s/ Janet C. Fischer

Janet C. Fischer

Paralegal